

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Patton Boggs LLP	2. Registration No. 2165						
3. Name of Foreign Principal Office of the National Security Advisor	4. Principal Address of Foreign Principal Three Arms Zone The Presidency Abuja, FCT, Nigeria						
5. Indicate whether your foreign principal is one of the following:							
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="margin-left: 20px; width: 80%;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____		<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group						
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____						
6. If the foreign principal is a foreign government, state:							
a) Branch or agency represented by the registrant The Presidency							
b) Name and title of official with whom registrant deals Colonel Muhammadu Sambo Dasuki, National Security Advisor							
7. If the foreign principal is a foreign political party, state:							
a) Principal address N/A							
b) Name and title of official with whom registrant deals							
c) Principal aim							

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:
a) State the nature of the business or activity of this foreign principal.

N/A

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
November 21, 2013	Edward J. Newberry Managing Partner	/s/ Edward J. Newberry eSigned

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Patton Boggs LLP	2. Registration No. 2165
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3. Name of Foreign Principal

Office of the National Security Advisor

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant proposes to advise the foreign principal on security and defense issues.

Formerly CRM-155

FORM NSD-4
Revised 03/11

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant proposes to advise the foreign principal on security and defense issues.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Some of the Registrant's activities may involve advising the foreign principal on security and defense issues.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 21, 2013	Edward J. Newberry, Managing Partner	/s/ Edward J. Newberry eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

PATTON BOGGS LLP

2550 M Street, NW
Washington, DC 20037
202-457-6000

Facsimile 202-457-6315
www.pattonboggs.com

August 27, 2013

John C. Garrett
202-457-5207
JGarrett@pattonboggs.com

Colonel Muhammadu Sambo Dasuki
The National Security Advisor
Office of the National Security Advisor
Three Arms Zone
The Presidency
Abuja, FCT, Nigeria

Dear Sir,

Thank you for agreeing to retain Patton Boggs LLP to represent the Office of the National Security Advisor by providing comprehensive security/defense advice, to include pursuing potential donation by the U.S. Government to the Government of Nigeria excess military and law enforcement equipment. J. Gordon Arbuckle and Colonel John C. Garrett will be responsible for supervising and conducting the work done on behalf of your office.

We ask for an annual budget of \$3 million USD, paid in quarterly installments of \$750,000.00, each payable on the first day the engagement commences (we recommend 1 September 2013) and subsequently, on the first day of each successive quarter. This budget will be all-inclusive, that is, it will cover our fees and those of others we engage to work with us, travel, other operational costs and ordinary business expenses. Either party (Office of the National Security Advisor or Patton Boggs) may terminate this representation with 30 days written notice.

To ensure that we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, we are providing a statement describing the standard terms of engagement for services provided by us. This letter supplements and modifies the standard terms of engagement. In the event of a conflict between this letter and the Standard Terms, the terms of this letter will prevail.

Consistent with Patton Boggs policy regarding international sovereign representations, we will ensure that each person who works on or provides advice regarding this representation will, before commencing work on it, receive a thorough indoctrination on compliance with

4830-4453-2501.2.

Abu Dhabi | Anchorage | Dallas | Denver | Doha | New Jersey | New York | Riyadh | Washington DC

PATTON BOGGS LLP

August 27, 2013
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the U.S. Foreign Corrupt Practices Act (FCPA) and other laws and regulations applicable to the work required in this representation. Patton Boggs' employees, representatives and all others we engage to perform services regarding this representation shall remain in compliance with all applicable laws, rules and regulations, including but not limited to FCPA, of both the U.S. and other jurisdictions in which he/she performs services in connection with this engagement.

We appreciate your agreement to represent you under the terms and conditions set forth above by signing and returning this letter to us. We look forward to working together to achieve successful results.

Sincerely,



J. Gordon Arbuckle
for Patton Boggs LLP



John C. Garrett
for Patton Boggs LLP



Colonel Muhammadu Sambo Dasuki
The National Security Advisor
for the Office of the National Security Advisor, Government of Nigeria

4830-4453-2501.2

**OFFICE OF THE NATIONAL
SECURITY ADVISER**

AGREEMENT

FOR

**PROVISION OF COMPREHENSIVE
SECURITY DEFENCE ADVICE**

BETWEEN

**THE OFFICE OF THE NATIONAL
SECURITY ADVISER**

AND

PATTON BOGGS LLP

THIS AGREEMENT is entered into this

13th day of September 2013

BETWEEN

The office of the National Security Adviser, an Agency established under the laws of the Federal Republic of Nigeria, whose office is located at the Three Arms Zone, (hereafter referred to as "ONSA", which expression shall where the context so permits, include its representatives, successors- in -title and assigns) OF THE FIRST PART

AND

PATTON BOGGS LLP, of 2550M Street, NW Washington, DC 20037 (hereinafter referred to as "Adviser" which expression shall where the context so permits, include its representatives, successors-in-title and assigns) OF THE SECOND PART.

PREAMBLE

WHEREAS:

- i. The Office of the National Security Adviser (ONSA) is desirous to retain the services of a Security/Defence Adviser to provide a comprehensive security defence advice, including the donation of excess military and law enforcement equipment by the United State Government to the Government of Nigeria,
- ii. Patton Boggs LLP has the capacity and has indicated interest in providing the needed services.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

ARTICLE 1

SCOPE OF WORK

The **Adviser** shall provide a comprehensive Security/Defence Advise which shall include pursuing potential donations by the United States Government to the Government of Nigeria of excess military and law enforcement equipment.

ARTICLE 2

ASSIGNMENT AND SUB-CONTRACTING

Due to the confidentiality of the project, it is agreed that the Adviser shall solely execute it and shall not assign it to a third party.

ARTICLE 3

CONSIDERATION

For its Services, the Adviser shall be paid an annual fee of three million dollars (\$3m) in quarterly instalments of \$750,000.00. The payment for the first quarter shall be on the first day the services begin i.e the date of execution of this Agreement. Subsequent payments shall be made on the first day of each successive quarter and into an account to be provided by Patton Boggs.

This fee is all-inclusive, covering all and everything done directly or indirectly by the Adviser to provide the services.

ARTICLE 4

OVERRIDING INSTRUMENT

The terms of the letter of August 27, 2013, signed by Patton Boggs and ONSA shall prevail in the event of any conflict in this Agreement.

ARTICLE 5

DURATION AND TERMINATION

The duration of this Agreement shall be twelve months in the first instance effective from the date of execution. Either party may terminate this Agreement at any time by giving 30 days written notice of its intention to do so.

ARTICLE 6

CONFIDENTIALITY

Every information received by either party from the other party shall be treated as proprietary and strictly confidential. No party shall reveal or disclose to a third party any such information obtained from the other. These obligations shall subsist even after the termination of this Agreement for any reasons whatsoever.

ARTICLE 7

VARIATION

There shall be no variation of the terms of this Agreement.

ARTICLE 8

GOVERNING LAW

This Agreement shall be governed in toto by Nigerian Law.

ARTICLE 9

NOTICES

All notices, requests, demands, and other communication under this Agreement shall be in writing by ONSA or the Company and forwarded by recorded delivery to the known/working address of the parties.

ARTICLE 10

WAIVER

The Company shall not represent firms who have interests adverse to those of ONSA, whether or not the matters are

substantially related to the specific matters for which ONSA hired its services.

ARTICLE 11

FORCE MAJEURE

10.1 No failure or omission to carry out or to observe any of the terms, provisions or conditions of this Agreement shall, except as is herein expressly provided to the contrary, give rise to any claim by one party hereto against the other or, be deemed to be a breach of this Agreement, if such failure or omission arises from any cause reasonably beyond the control of the party. Such cause may be, but is not limited to acts of God, breakdown of vessels or machinery or equipment, civil unrest or labour disputes, war, battle and commotion, or acts of Government.

10.2 The rights of the parties shall be adjusted to the extent of their performance up to the time of the relevant event as is reasonable in normal commercial practice and practicable in the particular circumstances.

10.3 As soon as practicable after the supervening circumstances, obligations under this Agreement shall be resumed by the parties as if there was no interruption.

10.4 Any party claiming to be affected by such event shall give immediate notice in writing of such claims to the other party, giving full particulars thereof and furthermore

shall give immediate notice in writing of the cessation of any such event.

ARTICLE 12

COMMENCEMENT

The terms of this Agreement shall become effective upon execution by the parties and shall so remain until terminated as prescribed in this Agreement.

ARTICLE 13

ARBITRATION

Any question, dispute, difference or controversy arising out of, concerning, in consequence of, in relation to, or in connection with this Agreement or as to the interpretation of any of the provisions hereof, or the validity of the performance under it, which cannot be settled by mutual negotiation, shall at the request of either of the parties be submitted to an arbitrator agreed upon in accordance with the Arbitration and conciliation Act Cap 19 Laws of the Federation of Nigeria 1990. Where the parties fail to agree, an arbitrator shall be appointed in accordance with Nigeria Law.

IN WITNESS WHEREOF the parties have fixed their stamps and seals on the date and year first above written

For office of the NSA

NIJUKU LEO ERASMUS

[Signature]
Signature

In the presence of

Full name L. A. Salis

Address ONDA

Position Director Admin & Finance

Signature [Signature]

For Patton Boggs LLP

[Signature]
[Signature]

Signature

In the presence of

Full name Angela Wan

Address 2550 M. St. NW, Washington, DC 20037

Position Legal Secretary

Signature A. W.